

Development Impact Project Plan

for

610-620 Commonwealth Avenue

A. Owner

Trustees of Boston University, 25 Buick Street, Boston,
Massachusetts 02215, c/o David E. Hollowell,
Vice President for Administration

B. Architect

Cannon Boston Inc., 148 State Street
Boston, Massachusetts 02108

C. Site Description

610-620 Commonwealth Avenue, consisting of 60,248±
square feet of land on which are located two existing
buildings: At the northeasterly corner of the lot is
the building known as Morse Auditorium which will
retain its current street address of 610-612 Common-
wealth Avenue. At the southwesterly corner of the lot
is a 3-story academic building which was formerly used
for the University's Program in Artisanry; this
building will retain its current street address of
616-620 Commonwealth Avenue. The lot is bounded by

The amounts* of the Grants are based on the following calculations:

Total Estimated Project			
Gross Floor Area	130,492	square feet	
Allowance	(100,000)		
	<u>30,492</u>	square feet	
	x \$5		
Housing Contribution Grant	<u>\$152,460</u>		
	30,492	square feet	
	x \$1		
Jobs Contribution Grant	<u>\$30,492</u>		

* The amounts set forth herein are estimates. The precise amounts of the Grants will be determined based upon the actual Gross Floor Area of the Project.

6. The Authority agrees, subject to the recalculation provisions described in paragraph 4 above, that any recalculation of the Grants based on a change in the rate of the Grants as may hereafter be enacted or adopted by the Authority shall not affect the rate or amount of the Grants payable by the Applicant as determined in paragraph 5 above.

7. If the City of Boston shall hereafter impose, assess, or levy any fee, charge, excise, or tax upon the Applicant or the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for a purpose or purposes substantially similar to the purposes recited in Sections 26-1, 26A-1, or 26B-1 of the Linkage Articles, amounts

Commonwealth Avenue to the north, Blandford Street to the east, Cummington Street to the south, and other University-owned property to the west.

D. Project Description

1. To renovate and refurbish the existing 3-story (plus basement) building at 616-620 Commonwealth Avenue and face it with brick;
2. To construct a 2-story addition (approximately 130' X 93') on and a 5-story (plus basement) brick-faced extension (approximately 110' X 102') of the existing 616-620 building.

The renovated and enlarged building (the "project building") is planned to house the University's Sargent College of Allied Health Professions and to serve as a research, instructional, and office annex to the Department of Physics.

The project is located in the core of the University's campus, surrounded by other University owned academic buildings. It is vital to the University's goal of

furnishing quality teaching and research opportunities for its students and faculty that it be allowed to provide modern facilities through renovation and construction on its own campus.

Sargent College of Allied Health Professions is inefficiently and inadequately housed in five separate locations across the campus. The project building will allow the consolidation of this college into a modern facility containing faculty offices, research laboratories, teaching laboratories, and classrooms. In addition, two existing clinics will be relocated to this building. These clinics (the Physical Therapy Outpatient Rehabilitation Clinic and the Speech, Language and Hearing Clinic) serve the instructional needs of the college and provide a much needed service to the community. In their relocation, these clinics will be modernized and enlarged, thus improving their availability to the community and the learning opportunities for Sargent College students.

About one year ago, Boston University had the opportunity to recruit several outstanding faculty members in the area of high energy physics. By seizing

upon that opportunity, the University has made a significant improvement in both the teaching and research capabilities of its Department of Physics. Many research proposals have been and are being written and several have been funded. In order to realize the maximum benefit from these new faculty members, space must be provided both for research laboratories and support facilities, faculty offices, and for graduate research assistants and post-doctoral fellows. These facilities will be provided in the easterly end of the project building, which is directly across Blandford Street from the current Department of Physics at 590 Commonwealth Avenue.

E. Estimated Construction Time

Construction is planned to begin in Winter, 1987 and is planned to be completed in Summer, 1988.

F. Projected Number of Employees

During construction, an estimated range of 40-50 construction jobs will be created on an average monthly basis. After completion, the number of permanent

employees in the project building is estimated to be 184.

G. Development Impact Project Contribution

As required under Articles 26, 26A, and 26B of the Boston Zoning Code, the University will enter into a Development Impact Project Agreement with the Boston Redevelopment Authority and the Neighborhood Housing and Jobs Trusts to make a Housing Contribution Grant estimated to be \$152,460 and a Jobs Contribution Grant estimated to be \$30,492. The Housing Contribution Grant will be made in twelve equal, annual installments. The first installment will be due upon the issuance of a Certificate of Occupancy for the project or twenty-four months after the issuance of the building permit for the project, whichever occurs first. The Jobs Contribution Grant will be made in two equal, annual installments, the first of which will be due upon the issuance of the building permit for the project and the second of which will be due one year

later. The amounts* of said Grants are based on the following calculations:

Total Estimated Project			
Gross Floor Area	130,492	square feet	
Allowance	(100,000)		
	<u>30,492</u>	square feet	
	x \$5		
Housing Contribution Grant	\$152,460		
	30,492	square feet	
	x \$1		
Jobs Contribution Grant	\$30,492		

*The amounts set forth herein are estimates. The precise amounts of said Grants will be determined based upon the actual Gross Floor Area of the project.

H. Design Drawings and Design Review

The plans and drawings listed on the schedule attached hereto, prepared by Cannon Boston Inc., Architects and Engineers, describe the project graphically and have been provided to the Boston Redevelopment Authority.

The project is being reviewed by the Authority according to the established design review process.

The project will comply with the plans as approved by the Authority.

I. Open Spaces, Landscaping, and Exterior Building Materials

The project site contains a large open parking lot on the northerly side. This front yard space is

substantially larger than that required by the Boston Zoning Code. This large front yard space is planned to be redesigned extensively and landscaped so as to create planted walkways, seating areas, and an access drive for the physically handicapped. Current plans contemplate locating on Cummington Street parking spaces for physically handicapped persons, but in conjunction with the discontinuance of Cummington Street as a public way the University may, if it is more appropriate, request that such spaces be permitted to be located at the front of the building. The general design of this forecourt will be sympathetic to the brick and landscaped courtyard in front of the adjacent Arthur G. B. Metcalf Center for Science and Engineering, which underwent extensive design review by the Boston Redevelopment Authority. The addition of trees and planting material, open space for seating and pedestrian walkways, and the general beautification of the area will be a significant improvement in the environmental quality of the neighborhood and will continue the pattern of campus development already established.

The project is being carried out by the same design team that was involved with the Metcalf Center, and care has been taken that similar general massing, architectural language, and detail be used in the

project building, including red water-struck brick, precast sills, anodized aluminum window frames and a pattern of detailing (triple soldier coursing, expansion joints, etc.) that will reinforce the similarities between the two buildings. This same general approach was used for the academic building at 44 Cummington Street, which is under construction and will be partially visible from Commonwealth Avenue; design plans for this building were also extensively reviewed by the Authority. Consistent with earlier planning studies, this approach will be carried out in subsequent projects to create a coherent "sense of place" in this part of the campus.

As was stated above, the materials and designs for the project are currently being reviewed by the Boston Redevelopment Authority.

J. Traffic Circulation

Minimal increase in vehicular traffic is anticipated to result from the project. The University's use of its properties does not contribute significantly to vehicular traffic flow during peak traffic periods. Because the use of the project building will remain essentially the same, because student enrollment is

expected to remain stable, and because the building will permit the relocation and consolidation of dispersed and/or cramped departments located elsewhere on the University's campus, vehicular traffic within the campus area will remain relatively stable.

Furthermore, the number of people who might occupy the project building at any point in time are not projected to exceed a maximum of 650; this represents a very low density use of the space in the building of 1 person per 200 square feet of gross floor area. A building of such low density will have little or no effect on already established traffic patterns in the area. Vehicular access to the loading dock in the building extension is expected to have only low-volume usage.

K. Access to Public Transportation

The following-listed modes of public transportation are merely examples evidencing the accessibility of the University's campus and, specifically, the project site. Kenmore Square Station is one of the busiest exchange points in the Boston public transportation system. The University also provides its own regularly scheduled shuttle bus service to various points on campus.

<u>Transportation</u>	<u>Station</u>	<u>Walk</u>
MBTA Green Line (B.C.)	Comm. Ave./ Blandford St.	1 min.
MBTA Green Line (Riverside)	Kenmore Square Station	5 min.
MBTA Green Line (Clev. Cir.)	Kenmore Square Station	5 min.
Bus #1, Harvard Square- Kenmore Square	Kenmore Square Station	5 min.
Bus #57, Watertown Sq.- Kenmore Square	Kenmore Square Station	5 min.
Bus #60, Chestnut Hill- Kenmore Square	Kenmore Square Station	5 min.
Bus #65, Brighton Ctr.- Kenmore Square	Kenmore Square Station	5 min.

L. Zoning Considerations (616-620 Commonwealth Avenue)

1. Uses: offices, laboratories, classrooms, conference rooms, accessory and other parking, machine shop, research, instructional and therapy clinics (University and non-University patients), copy center, and on premises wall and free standing signs.
2. Zoning approvals required (H-4 zoning district)
 - a. Conditional use permit (Section 8-6, Boston Zoning Code) to extend area devoted to

pre-existing conditional uses: offices, laboratories, classrooms, conference rooms, and shops.

- b. Conditional use permit (Section 8-7, Use Item 79) for the operation of a copy center accessory to an educational use.
- c. Conditional use permit (Section 8-7, Use Item 16A or 39A) for the operation of research, instructional and therapy clinics.
- d. Conditional sign permits (Section 11-8) for the maintenance of on-premises wall and freestanding signs.
- e. Variance (Section 8-7, Use Item 19) for the operation of a machine shop accessory to a university use, which machine shop will be less than 100 feet from all lot lines.
- f. Variance (Sections 19-1 and 19-6(b)) to allow the lot to have insufficient side yards.
- g. Variance (Section 20-7) to allow the lot to have no rear yard.

- h. Variance (Section 21-1) to allow the project building to have no rear parapet setback from Cummington Street and no side parapet setback from Blandford Street.

3. Density

The combined gross floor area of Morse Auditorium (20,472 $\pm$ square feet) and the project building (130,492 $\pm$ square feet) will be 150,964 $\pm$ square feet. The total lot area is 60,248 $\pm$ square feet. The proposed floor area ratio (FAR) for the site is 2.5. The maximum allowable FAR for the site is 4.0. Thus, even after the project is completed, the floor area ratio for the site will be well below that allowed under the Boston Zoning Code as a matter of right.

4. Off Street Parking and Loading Facilities

The University may, subject to further design review, retain a number of the existing parking spaces to provide a parking area for handicapped persons if, in conjunction with the discontinuation of Cummington Street, it is considered more appropriate by City and University representatives to

locate such spaces at the front of the building. Parking will be provided for 87 automobiles at other University owned or leased properties near the project site. (The current number of parking spaces on the project site is 87.) Thus, adequate parking for the new facility will be available. No negative traffic impacts are contemplated. The area in which the project is located is served by public transportation (see Section K above) and University shuttle buses. University parking lots and garages on Commonwealth Avenue are available for students and faculty and staff members who drive to the campus.

The project will have one loading bay, as required under Section 24-1 of the Boston Zoning Code. Vehicular access to the loading bay in the project building is expected to have only low-volume usage. (See discussion of traffic circulation in Section J above.)

5. Building Dimensions

Upon completion, the project building will be approximately 238.36' X 101.5'. Because the building will have no rear parapet setback from

Cummington Street and no side parapet setback from Blandford Street, the University has requested variances from the requirements of the Boston Zoning Code.

The project building will be in keeping with the existing character of the neighborhood. There are several University academic buildings in the immediate area with heights similar to or greater than that of the project building, e.g., the Metcalf Center, the building at 2 Cummington Street and the 7-story building in progress at 44 Cummington Street. The existing buildings along Cummington Street (the rear lot line of the site) have minimal or no setbacks from the street line. The rear of the project building, therefore, will be in line with other buildings on Cummington Street. (Please refer to Sections H and I above.)

DEVELOPMENT IMPACT PROJECT AGREEMENT

TRUSTEES OF BOSTON UNIVERSITY

WHEREAS, this Agreement is made this day
of , 1987 by and between Trustees of Boston
University, an educational, nonprofit corporation (the
"Applicant") with a business address for purposes of this
Agreement at 25 Buick Street, Boston, Massachusetts 02215,
Attention: David E. Hollowell, Vice President for
Administration, and the Boston Redevelopment Authority, a body
politic and corporate created pursuant to Chapter 652 of the
Acts of 1960, as amended (the "Authority"), acting in its
capacity as the planning board for the City of Boston, the
Authority and the Applicant, collectively, being referred to
herein as the "parties";

WHEREAS, the Applicant proposes to renovate an existing
3-story academic building and construct a 2-story addition on
and a 5-story extension of this existing building on a site
known and numbered 610-620 Commonwealth Avenue, bounded by
Commonwealth Avenue, Blandford and Cummington Streets, and
other land of the University (the "Project"), which constitutes
a "Development Impact Project" as defined in Sections 26-2,
26A-2, and 26B-2 of Articles 26, 26A, and 26B of the Boston
Zoning Code as in effect on the date hereof (the "Linkage
Articles"); and

WHEREAS, the Applicant has submitted to the Authority a
Development Impact Project Plan for such Project (the "Plan")

complying with the requirements of subparagraphs 2 of Sections 26-2, 26A-2, and 26B-2 of the Linkage Articles; and

WHEREAS, the Authority, after a public hearing held on March 2, 1987, notice of which hearing was published in The Boston Herald on March 12, 1987, approved such Plan on _____, 1987, pursuant to subparagraph 1 of Sections 26-3 and 26A-3 of the Linkage Articles; and

WHEREAS, the Neighborhood Housing Trust and the Neighborhood Jobs Trust, as referred to in Articles 26A and 26B, respectively, of the Linkage Articles have been created;

NOW, THEREFORE, the parties hereto agree as follows:

1. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Linkage Articles.

2. The Applicant agrees to develop and carry out the Project substantially in accordance with the Plan.

3. The Applicant agrees to be responsible, in accordance with the terms of this Agreement, for the payment of a Housing Contribution Grant and a Jobs Contribution Grant (the "Grants").

4. The Project is planned to contain approximately 130,492 square feet of gross floor area, as defined in Section 2-1(21) of the Boston Zoning Code ("Gross Floor Area"), devoted to certain uses enumerated in Table C of subparagraph 2(a) of Section 26-3, Table D of subparagraph 2(a) of Section 26A-3, and Table E of subparagraph 1(a) of Section 26B-3 of the Linkage Articles. The plans and drawings of the Project listed

on the attached schedule prepared by Cannon Boston Inc. have been submitted to the Authority.

If the actual Gross Floor Area of the Project, as certified by the Architect as identified in the Plan, differs from the above stated estimate, this Agreement shall be amended by incorporating a schedule approved by the Director of the Authority adjusting the amount of the Grants in accordance with the Linkage Articles.

5. The Applicant agrees to pay to the Neighborhood Housing Trust a Housing Contribution Grant of \$152,460* and to the Neighborhood Jobs Trust a Jobs Contribution Grant of \$30,492*. The Housing Contribution Grant will be made in twelve equal, annual installments, the first of which will be due upon the issuance of a Certificate of Occupancy for the Project or twenty-four months after the issuance of the building permit for the Project, whichever occurs first, and the remainder of which will be due on each successive annual anniversary date of the due date of the first installment. The Jobs Contribution Grant will be made in two equal, annual installments, the first of which will be due upon the issuance of the building permit and the second of which will be due one year later.

* The amounts set forth herein are estimates. The precise amounts of the Grants will be determined based upon the actual Gross Floor Area of the Project.

payable hereunder by the Applicant shall be credited against any such fee, charge, excise, or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such fee, charge, excise, or tax, the obligations of the Applicant hereunder shall, to the extent of the amount of such fee, charge, excise, or tax, thereupon cease and be of no further force and effect. All references in this Agreement to the Boston Zoning Code shall be to the Code, as in effect on February 13, 1987.

8. The Applicant shall execute a plan, known as a Boston Residents Construction Employment Plan ("Construction Employment Plan") which sets forth in detail the Applicant's plans to use its best efforts to ensure that the Applicant's contractor, and those engaged by said contractor for construction of the Project, on a craft-by-craft basis, meet the following Boston Residents Construction Employment Standards: (a) at least 50 percent of the total employee workerhours in each trade shall be by bona fide Boston residents; (b) at least 25 percent of the total employee workerhours in each trade shall be by minorities; and (c) at least 10 percent of the total employee workerhours in each trade shall be by women. The Construction Employment Plan includes provisions for monitoring, compliance, and sanctions. The Construction Employment Plan has been approved by the Authority, the Boston Employment Commission and the Mayor's

Office of Jobs and Community Services prior to the execution of this Agreement and is attached hereto as Exhibit I.

9. The Applicant shall fulfill the DIP requirement that a developer submit an Employment Opportunity Plan, by executing a Memorandum of Understanding (Exhibit II) and a First Source Agreement (Exhibit III). The Employment Opportunity Plan set forth in the Memorandum of Understanding presents the Applicant's good faith efforts to ensure that 50 percent of certain employment opportunities created by the Project will be made available to Boston residents. The First Source Agreement with the Mayor's Office of Jobs and Community Services requires the Applicant to use the services of the Boston Job Exchange employment referral before embarking on a general recruitment effort to fill entry-level positions within the Project.

10. If a building permit or other required federal, state, city, or municipal permit is not granted for the Project or if the Project is abandoned prior to commencement of substantial construction after a building permit is granted or if a building permit for the Project lapses and is not renewed, then the Applicant shall have no responsibility for payment of the Grants with respect to the Project or any part thereof. If the scope of the Project is reduced and a building permit is granted for the Project, only as so reduced, or if any part of

the Project is abandoned after a building permit has been granted or if, for any reason, the Project cannot be completed, then this Agreement shall be amended so as to reduce or rescind the amount of the Grants, as appropriate and equitable, and so as to reflect the Applicant's actual payment obligations under the Linkage Articles. For purposes of this paragraph, the term "substantial construction" shall mean the commencement of excavation and foundation work on the Project, but demolition and surface site work shall not be considered to be substantial construction.

11. All notices under this Agreement must be in writing and mailed, postage prepaid to the parties at the following addresses:

Authority: Boston Redevelopment Authority
Director's Office
Boston City Hall
One City Hall Plaza
Boston, MA 02201

Applicant: Trustees of Boston University
25 Buick Street
Boston, MA 02215
Attention: Vice President for Administration

or to such other address as may be specified by either party by similar written notice.

12. The Authority hereby acknowledges that by executing this Agreement, the Applicant has satisfied the requirements of subparagraphs 2 of Sections 26-3 and 26A-3 and subparagraph 1 of Section 26B-3 of the Linkage Articles insofar as

satisfaction of the requirements of those Sections is a precondition to the granting, allowing, or adopting of a variance, conditional use permit, exception, or zoning map or text amendment with respect to the Applicant's development of the Project.

13. This Agreement sets forth the entire agreement between the parties. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and, except as otherwise provided in Provision 7 above, notwithstanding any subsequent amendment or repeal (or court decision having the effect of an amendment or repeal) of the Linkage Articles, shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, including, without limitation, any successor owner of all or any portion of the Project and said Trusts. If the parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the parties hereto.

14. The Authority agrees to look solely to the interest from time to time in the Project that is the subject of this Agreement and is more fully described in the Plan, whether owned by the Applicant or its successors or assigns, as the case may be, for any claim against the Applicant or its successors arising under this Agreement in connection with such Project. Neither the Applicant nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent, or

employee of the Applicant or its successors and assigns shall ever be personally or individually liable under this Agreement; nor shall it or they ever be answerable or liable in any equitable proceeding or order beyond the extent of its or their interest in such Project.

IN WITNESS WHEREOF the parties have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized as of the day and year first above written.

TRUSTEES OF BOSTON UNIVERSITY

By _____

Its

Approved as to form:

BOSTON REDEVELOPMENT AUTHORITY

By _____

Chief General Counsel
Boston Redevelopment Authority

Its

Exhibit I
To
Development Impact Project Agreement
Boston Residents
Construction Employment Plan
For
610-620 Commonwealth Avenue
Boston, Massachusetts

WHEREAS, Trustees of Boston University (the "Developer") and the Boston Redevelopment Authority (the "Authority") desire to bring the construction employment benefits of the Project, as hereinafter defined, to residents of the City of Boston, minorities, and women;

WHEREAS, the Mayor's Executive Order of July 12, 1985, entitled "Executive Order Extending the Boston Residents Jobs Policy" (Exhibit A-1), and the Development Impact Project Agreement between Developer and the Authority pertaining to the Project dated (date), each require the Developer to prepare and submit and the Authority to approve a construction employment plan;

WHEREAS, the Boston Employment Commission has been established by Chapter 12 of the Ordinances of 1986 as amended by Chapter 17 of the Ordinances of 1986 (collectively the "Ordinance") (Exhibit A-2), passed by the Boston City Council on July 30, 1986 and August 12, 1986 and signed by the Mayor of the City of Boston, a copy of which is annexed hereto as Exhibit A and incorporated herein by this reference;

NOW, THEREFORE, the Developer, the Authority, the Commission and OJCS agree that the approved construction employment plan (this "Plan") for the Project is as follows:

Section I: DEFINITIONS

As used in this Plan, the following terms shall have the meanings set forth below. Capitalized terms used in this Plan without definition which are defined in the Ordinance shall have the meanings ascribed to them in the Ordinance.

- 1.1 Contractor: The general contractor for the Project engaged from time to time by the Developer, and, where the context requires, any subcontractor thereto.
- 1.2 On-Site Monitor: an individual employed or designated by the Contractor whose responsibility will be (i) to serve as compliance officer for the purpose of pursuing the Boston Residents Employment Standards and (ii) the daily implementation of this Plan. As used in paragraphs 3.5 and 3.6 the phrase "On-Site Monitor" shall also include the individual designated by each subcontractor to serve as compliance officer for the purpose of pursuing the Boston Residents Employment Standards.
- 1.3 Project: The renovation of an existing 3-story academic building and the construction of a 2-story addition and a 5-story extension of the existing building located at 610-620 Commonwealth Avenue, Boston, Massachusetts.

Section II: GENERAL REQUIREMENTS

- 2.0 Developer shall use Best Efforts to ensure that the Boston Residents Construction Employment Standards are met by its Contractor in constructing the Project.
- 2.1 The Developer shall incorporate into its construction contract with Contractor and shall require Contractor to incorporate into each of its subcontracts provisions requiring that Contractor and each subcontractor engaged in construction in connection with the Project comply with this Plan. The incorporation by reference of this Plan into any such construction contract or subcontract shall satisfy such obligation.
- 2.2 Documentation of the Developer's compliance herewith shall be maintained by the Developer; documentation of the Contractor's compliance herewith shall be maintained by the On-Site Monitor. The Developer shall provide copies of such documentation to OJCS as required herein or as requested from time to time by the Authority, OJCS or the Commission.
- 2.3 The Developer shall cause the Contractor to prepare a projection of work force needs over the course of construction of the Project and to complete the Projected Work Force Form attached hereto as Exhibit B and incorporated herein by this reference. Contractor shall update such projection periodically during the course of construction of the Project, but not more frequently than quarterly.
- 2.4 The Commission shall make determinations as to compliance by Developer and Contractor with the Boston Residents Construction Employment Standards at time intervals as set out in one of the following two schedules, whichever allows for more frequent determinations:
 - (1) When the Project is 25, 50, 75 and 100 percent complete, or,
 - (2) Every three months from the date of commencement of construction of the Project.

"Percent complete" shall be measured by the percentage of the total worker hours expected to be worked on the Project as set forth in the projection of work force needs shown on the Projected Work Force Form submitted pursuant to paragraph 2.3.
- 2.5 The Developer shall maintain, and shall cause Contractor to maintain, records necessary to ascertain compliance with this Plan for one (1) year after the issuance of a Certificate of Occupancy for the shell and core of the Project.
- 2.6 The Developer shall meet with the Contractor no less frequently than weekly throughout the period of construction of the Project to review the Contractor's compliance with this Plan and the Boston Residents Construction Employment Standards. The Developer shall record and maintain minutes of such meetings and forward copies thereof to OJCS within ten (10) calendar days of such meetings.

- 2.7 The Developer shall require that the Contractor and each subcontractor designate an individual to serve as compliance officer for the purpose of pursuing the Boston Residents Construction Employment Standards.

Section III: PROCEDURES

- 3.0 The Developer shall furnish to the Authority and OJCS the name, title, business address and telephone number of the person designated as the On-Site Monitor.
- 3.1 Prior to the start of construction, the Developer and the Contractor shall meet with representatives of OJCS for the purpose of discussing and agreeing upon the methods and procedures for the implementation of the provisions of this Plan. Such meeting (the "Pre-Construction Conference") shall be attended by subcontractors to the Contractor then selected, if any, who shall have been notified by mail of the time, place, and purpose of such Pre-Construction Conference at least three (3) days in advance thereof.
- 3.2 Prior to the start of construction, the Contractor and each subcontractor to the Contractor then selected, if any, shall meet with appropriate representatives of the construction trades unions, OJCS, and the Authority for the purpose of reviewing the Boston Residents Construction Employment Standards and the estimated employment requirements for construction workers over the course of construction of the Project.
- 3.3 Within three (3) business days after the employment or assignment of a worker to work on the Project, the Contractor and each subcontractor will obtain from such worker a completed and signed Residency Verification Form in the form attached hereto as Exhibit C. The Residency Verification Form shall be submitted to OJCS together with the first Weekly Utilization Report on which such worker's employment is first reported. If the Contractor or the subcontractor shall have requested a worker to complete such Residency Verification Form and the worker shall have refused to do so, in lieu of such Residency Verification Form the Contractor or subcontractor shall submit a sworn statement that the worker has been requested to complete and sign such form but has refused.
- 3.4 One week following the commencement of construction of the Project and each week thereafter until such work is completed the On-Site Monitor shall complete and submit to OJCS for the week just ended Weekly Utilization Reports in the form attached hereto as Exhibit D. In lieu of submitting the form attached hereto, the On-Site Monitor may submit payroll records containing the same information as is required on the form attached hereto as Exhibit D.
- 3.5 All persons applying directly to the Contractor or any subcontractor for employment in construction of the Project who are not employed by the person to whom application for employment is made shall be referred by such person to OJCS. The On-Site Monitor shall forward in writing to OJCS, within two business days of receipt thereof, the names, home addresses and telephone numbers of all persons applying directly to the

Contractor or any subcontractor for employment in construction of the Project who are not employed by the person to whom application for employment is made. The On-Site Monitor shall keep a written record of all referrals made to OJCS pursuant to this paragraph 3.5, of any person who was referred to the Contractor or any subcontractor by OJCS but was not hired, and the reasons why any person so referred was not hired. It shall be a sufficient reason for failure to hire any person so applying or referred that employment of such person would not comply with any union security clauses contained in any applicable collective bargaining agreements to which construction of the Project is subject.

- 3.6 Each request for qualified construction workers made by the Contractor or any subcontractor to a union hiring hall, business agent, or contractor's association shall contain a recitation of the Boston Residents Construction Employment Standards in the Form attached hereto as Exhibit E and a request that referrals for construction positions be referred in the same proportion as such Boston Residents Construction Employment Standards; provided, however, that if at the time of any such labor request the requesting party's work force composition falls short of the Boston Residents Construction Employment Standards in any one or more categories, such labor request shall seek referrals in such proportion among such categories as would be necessary to more fully achieve the proportions set forth in the Boston Residents Construction Employment Standards. In the event that the union hiring hall, business agent or contractor's association to whom or which such a request has been made fails to fully comply with such request, the requesting party's On-Site Monitor shall seek written confirmation from the union hiring hall, business agent, or contractor's association that there are insufficient workers in the categories specified in such request then shown on the list of unemployed workers maintained by such union hiring hall, business agent or contractor's association. Copies of any confirmation so obtained shall be submitted promptly to OJCS. Copies of any request for qualified workers made at a time that the requesting party's work force composition falls short of any one or more of the Boston Residents Construction Employment Standards shall be forwarded contemporaneously to the Skills Bank.
- 3.7 Representatives of OJCS may visit periodically the site of the Project during normal working hours to verify the information in the Weekly Utilization Reports, Residency Verification Forms, or other documentation submitted by the Contractor or the Developer. Such representatives shall comply with all safety and site control requirements imposed by the Contractor.

Section IV: DETERMINATION OF COMPLIANCE

- 4.0 Failure by the Developer or the Contractor, as the case may be, as determined by the Commission at the determination intervals set forth in paragraph 2.4 hereof, (i) to comply with the Boston Residents Construction Employment Standards, (ii) to comply with this Plan, or (iii) to use Best Efforts in attempting to comply with the Boston Residents Construction Employment Standards, shall constitute non-compliance herewith. Any independent determination by the Authority of

non-compliance as herein defined shall be made only after the Authority has held a public hearing upon the issue of such non-compliance, notice of which shall have been given in writing to the Developer and the Contractor at least fourteen (14) days prior to such hearing.

Section V: SANCTIONS

- 5.0 Pursuant to and in accordance with the Ordinance, the Developer shall deposit into the escrow fund established by the Commission pursuant to the Ordinance an amount equal to one tenth on one percent (0.1%) of the total cost of construction as stated in the building permit application for the Project. Such deposit shall be made upon the issuance of a building permit for the Project. Such deposit shall secure the obligation of the Developer to pay, or cause the Contractor to pay, any fines recommended by the Commission by reason of the non-compliance herewith of the Developer or Contractor, as the case may be, and shall be held until the Commission has issued a Certificate of Compliance indicating that the Developer and Contractor has complied with this Plan or have satisfied any fines recommended by the Commission.
- 5.1 All fines recommended by the Commission in accordance with the Ordinance shall be deemed imposed upon the Developer by the Authority in its capacity as the contracting agency within the meaning of the Ordinance.
- 5.2 The Developer and the Contractor shall be subject to such sanctions as are authorized by the Ordinance.

Section VI: MISCELLANEOUS

- 6.0 The provisions of this Plan are severable, and if any shall be held invalid, unconstitutional or otherwise unenforceable by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.
- 6.1 This Plan shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- 6.2 All notices required or permitted to be given under this Plan shall be in writing signed by duly authorized officers, and shall be deemed delivered if mailed, postage prepaid, by registered or certified mail, return receipt requested, or delivered by hand to the principal office of the party to to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

Developer: Trustees of Boston University
Office of Equal Opportunity
25 Buick Street
Boston, MA 02215
Attention: James McClain, Director

Authority: Boston Redevelopment Authority
One City Hall Square, 9th Floor
Boston, Massachusetts 02201
Attention: Director's Office

Commission: Boston Employment Commission
15 Beacon Street
Boston, Massachusetts
Attention: Executive Director

OJCS: Mayor's Office of Jobs and
Community Services
15 Beacon Street
Boston, Massachusetts
Attention: Director

- 6.3 Section titles of this Plan are for convenience of reference only and shall be disregarded in construing any provision hereof.
- 6.4 The provisions of this Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Authority, the Commission and OJCS and the successor owners of the Project.
- 6.5 In the case of any inconsistency between the provisions of this Plan and of the Ordinance, or of the provisions of any rules or regulations which may be adopted by the commission pursuant to the Ordinance, the provisions of the Ordinance, or of such rules or regulations, shall govern.

In WITNESS WHEREOF, the undersigned have caused this Plan to be executed and delivered on this _____ day of _____, 1986.

TRUSTEES OF BOSTON UNIVERSITY

By _____

APPROVED AS TO FORM:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel

By _____
Stephen Coyle, Director

BOSTON EMPLOYMENT COMMISSION

By _____
Kristen McCormack,
Executive Director

MAYOR'S OFFICE OF JOBS
AND COMMUNITY SERVICES

By _____
Kristen McCormack, Director



CITY OF BOSTON • MASSACHUSETTS

OFFICE OF THE MAYOR
RAYMOND L. FLYNNEXECUTIVE ORDEREXTENDING THE BOSTON RESIDENTS JOB POLICY

WHEREAS there is a need to ensure that Boston residents receive maximum benefits from the growing private economy of their city, involving the economic resurgency encompassing office, hotel, retail, institutional and unsubsidized residential development;

WHEREAS there is a high rate of unemployment in the City of Boston, among both white and minority residents;

WHEREAS Black, Hispanic, Asian and Native American residents of the City of Boston, as well as female residents have historically been systematically excluded from the construction trades and unions in the City of Boston and such exclusion can and does exacerbate racial and gender tensions as a result of the competition for scarce construction jobs;

WHEREAS the effect of this high level of unemployment has a serious, substantial and deleterious effect for all the neighborhoods of the City of Boston, resulting in the physical deterioration of neighborhoods, vandalism, and crime;

WHEREAS procedures have been outlined to establish a balance between new large scale real estate developments and the needs of low and moderate income residents of the City of Boston, which procedures provide for the establishment of a Development Impact Project Plan and the execution of a Development Impact Agreement to ensure that developments which afford this opportunity for growth also provide a linkage payment for the production of low and moderate income housing in the city's neighborhoods;

WHEREAS in addition to the foregoing, it is appropriate for the City to ensure that each major private development which encompasses office, hotel, retail, institutional or unsubsidized residential development, has a Boston Residents Construction Employment Plan to ensure employment for Boston residents, minorities and women;

THEREFORE, I do hereby order that the following policy shall take effect as of July 12, 1985:

On any new private project or substantial rehabilitation project encompassing office, hotel, retail, institutional or unsubsidized residential development, to which there is a requirement of a Development Impact Project Plan, and to which a Building Permit has not already been issued, that there also be the requirement that the developer submit a Boston Residents Construction Employment Plan to the Boston Redevelopment Authority, which plan shall set forth in detail the developer's

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plans to ensure that on a craft by craft basis, the following Boston Residents Construction Employment Standards are met:

- (1) at least 50 percent of the total employee workhours in each trade shall be by bona fide Boston residents;
- (2) at least 25 percent of the total employee workhours in each trade shall be by minorities; and
- (3) at least 10 percent of the total employee workhours in each trade shall be by women.

That plan shall further contain provisions for monitoring, compliance, and sanctions. The Commissioner of Inspectional Services shall not issue any building or use permit with respect to any building, structure, or land which requires a Development Impact Project Plan unless the Director of the Boston Redevelopment Authority has certified on the application for a building or use permit and on each Development Impact Project Plan that the project is consistent with the Boston Redevelopment Authority approved Boston Residents Construction Employment Standards as specified above for said project.

Date: July 12, 1985

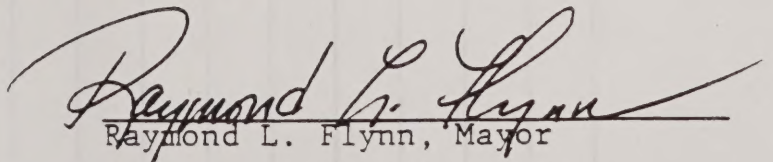

Raymond L. Flynn, Mayor

EXHIBIT B

PROJECTED WORKFORCE FORM

Project: _____ Contractor: _____ GEN _____ SUB _____

Address: _____
Date Submitted: _____

PROJECTED WORKFORCE:

TRADE

NUMBER OF PROJECTED
PROJECT WORKERS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL: _____

Signature: _____

Company Official _____

EXHIBIT C

RESIDENCY VERIFICATION

PROJECT: _____

CONTRACTOR OR
SUBCONTRACTOR: _____

RESIDENT
EMPLOYEE: _____

ADDRESS
LISTED: _____

METHODS OF VERIFICATION (any one of the following):

*DRIVER'S LICENSE _____

*UTILITY BILL _____

*RENT RECEIPT _____

*VOTERS REGIS _____

*RETURN MAIL
VERIFICATION _____

CHANGE OF ADDRESS

CONTRACTOR OR
SUBCONTRACTOR SIGNATURE: _____

RESIDENT SIGNATURE: _____

DATE: _____

WEEKLY UTILIZATION FORM

The Brigham and Women's Hospital, Inc.
ASB II Project

PROJECT	PERCENT COMPLETED	PROJECT DATE OF COMPLETION
1	100	1960
2	100	1960
3	100	1960
4	100	1960
5	100	1960
6	100	1960
7	100	1960
8	100	1960
9	100	1960
10	100	1960
11	100	1960
12	100	1960
13	100	1960
14	100	1960
15	100	1960
16	100	1960
17	100	1960
18	100	1960
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92	100	1960
93	100	1960
94	100	1960
95	100	1960
96	100	1960
97	100	1960
98	100	1960
99	100	1960
100	100	1960

WEEK OF: _____ TO: _____

Name of Contractor () or Subcontractor ()

Address:

Project or Contract No.

- CODES: 1. Caucasian
2. Black
3. Hispanic
4. Asian
5. Other

Name and Address

SEX M/F	Work Classification	Ethnicity (See Codes)	OT	S	M	T	W	TH	F	S	Total Hours
			ST								
			0								
			5								
			0								
			5								
			0								
			5								
			0								
			5								
			0								
			5								

Name & Title:

Signature _____

Date _____

EXHIBIT E

SAMPLE NOTICE

TO ALL PROJECT WORKERS:

THIS IS TO INFORM YOU THAT THERE IS A POLICY OF EMPLOYING ON THIS PROJECT 50% BOSTON RESIDENTS, 25% MINORITY PERSONS AND 10% FEMALES.

AS PART OF THIS POLICY, IT IS REQUESTED THAT YOU REFER ANY QUALIFIED BOSTON RESIDENTS, MINORITY PERSONS OR FEMALES THAT YOU KNOW ARE SEEKING EMPLOYMENT TO (NAME OF INDIVIDUAL) (WHO WILL FORWARD THE SAME TO THE APPROPRIATE UNION REPRESENTATIVES).

IF YOU HAVE ANY QUESTIONS REGARDING THE IMPLEMENTATION OF THIS POLICY, PLEASE CONTACT (NAME OF INDIVIDUAL, WOULD BE SAME AS ABOVE), AND (HE OR SHE) WILL BE GLAD TO ASSIST YOU.

SINCERELY,

NAME _____

TITLE _____

EXHIBIT F

Contractor's Name
Equal Opportunity Employer

EMPLOYMENT APPLICATION

Job No. _____

1. Name _____ S.S.No. _____

2. Address _____ City _____ State _____ Zip _____

3. Telephone _____ Trade _____

Union Affiliation (if any) _____

4. What directed you to [Contractor's Name]? _____

5. Previous Employment (last 3 employers):

Employer _____ Date Employed _____

Job Description _____

Employer _____ Date Employed _____

Job Description _____

6. Signature _____ Date _____

7. Interviewer _____

8. Where Interviewed _____

9. Further action taken on this application: _____

[Contractor's Name]

Date _____ By _____

COUNCILLOR MENINO



CITY OF BOSTON

SUBSTITUTION

IN THE YEAR NINETEEN HUNDRED AND EIGHTY SIX

AN ORDINANCE

ESTABLISHING THE BOSTON EMPLOYMENT COMMISSION

Be it ordained by the City Council of Boston, in accordance with the provisions of Massachusetts General Laws Chapter 43B, Section 13, and any other applicable law, as follows:

1. Preamble: Policy of the City of Boston

2. WHEREAS there is a need to ensure that Boston residents
3. receive maximum benefits from the growing private economy of
4. their city and the economic resurgence of office, hotel,
5. retail, institutional, and unsubsidized residential
6. development, including the permanent jobs which emanate from
7. this economic expansion; and

8. WHEREAS there is unemployment and underemployment in the
9. City of Boston, both among majority and minority residents; and

10. WHEREAS Boston is experiencing a resurgence in its economy
11. that is creating the potential for unprecedented economic
12. opportunity; and

13. WHEREAS Boston has fully established itself as the economic
14. center for the entire New England region and is generating
15. wealth and revenues for people throughout the region; and

16. WHEREAS one principal aspect of a strong and vibrant city
17. is the ability of its breadwinners to gain access to secure
18. jobs that pay a living wage; and

19. WHEREAS Black, Hispanic, Asian and Native American
20. residents of the City of Boston, as well as women residents

AN ORDINANCE

1. have historically been underrepresented in the workforce; and

2. WHEREAS an Ordinance establishing the Boston Residents Jobs
3. Policy, Ordinances of 1983, Chapter 30, was promulgated to
4. insure that Boston residents, minorities, and women receive job
5. preference in projects that have city funds or state or federal
6. funds administered by the city; and

7. WHEREAS the Mayor issued an Executive Order relating to the
8. Boston Residents Jobs Policy, dated July 12, 1985, which
9. established Resident Construction Employment Standards to
10. further ensure employment for Boston residents, minorities, and
11. women; and

12. WHEREAS under the Boston Residents Jobs Policy, Boston
13. residents are enjoying greatly improved access to jobs in the
14. downtown construction industry; and

15. WHEREAS it is the policy of this City government to ensure
16. that all people enjoy fair and open access to employment in
17. permanent jobs in the private sector; and

18. WHEREAS it can be shown that broader cooperation from the
19. private sector can produce meaningful employment opportunities
20. for Boston residents who want and need them; and

AN ORDINANCE

1. WHEREAS job placement is contingent upon proper job training
2. and without necessary skills some Boston residents cannot
3. secure permanent jobs; and

4. WHEREAS it is essential to the success of the 1983 Boston
5. Residents Jobs Policy Ordinance and the 1985 Mayor's Executive
6. Order that projects and employment plans be monitored, that
7. findings be made with respect to compliance, and that
8. recommendations for sanctions be determined, and that all this
9. be done in a manner that provides for the due process rights of
10. all parties; and

11. WHEREAS it is essential to engender an atmosphere of
12. cooperation between the public and private sectors with respect
13. to permanent jobs for Boston residents, minorities, and women;
14. and

15. WHEREAS the following is declared to be in the public
16. interest; now

17. THEREFORE, be it ordained as follows:

18. SECTION ONE: Definitions

19. For the purposes of this Ordinance, the following
20. definitions shall apply, unless the context otherwise requires:

AN ORDINANCE

1. (1) "Best Efforts." Developers and contractors may rely on
2. traditional referral methods in the hiring of journeymen,
3. apprentices, advanced trainees and helpers. Developers and
4. contractors also shall implement affirmative action steps which
5. include the following to the extent that such steps do not
6. conflict with any applicable collective bargaining agreements:

7. As to Contractors:

8. (i) The contractor shall designate and shall require
9. each subcontractor to designate an individual to
10. serve as a compliance officer for the purpose of
11. pursuing the Boston Residents Construction
12. Employment Standards ("Standards").

13. (ii) Prior to the start of construction, the contractor
14. and each subcontractor then selected shall meet
15. with appropriate representatives of the
16. construction trade unions, representatives from the
17. Mayor's Office of Jobs and Community Services, and
18. the awarding or contracting authority for the
19. purpose of reviewing the Standards and the
20. estimated employment requirements for construction

AN ORDINANCE

activity over the construction period of the Covered Project.

(iii) Whenever any person involved in the construction of a Covered Project makes a request to a union hiring hall, business agent or contractor's association for qualified construction workers, the request shall ask that those qualified applicants referred for construction positions be referred in the proportions specified in the Boston Resident Construction Employment Standards and shall, further, contain a recitation of such Standards. However, if the requesting party's workforce composition at any time falls short of any one or more of the proportions specified in the Standards, the requesting party shall adjust his or her request so as to seek to more fully achieve the proportions specified in the Standards. If the union hiring hall, business agent or contractor's association to whom a request for qualified employees has been made fails to fully comply with such request, the requesting party's compliance

AN ORDINANCE

1. officer shall seek written confirmation from the hall, agent or
2. association that there are insufficient employees in the
3. categories specified in the request and that such insufficiency
4. is documented on the unemployed list maintained by the hall,
5. agent or association. Copies of any confirmation so obtained
6. shall be forwarded to the Commission. Copies of any requests
7. for qualified employees made at a time that the requesting
8. party's workforce composition falls short of any one or more of
9. such Standards shall be forwarded contemporaneously to the
10. Skills Bank.

11. (iv) All persons applying directly to the Contractor or
12. any subcontractor for employment in construction on
13. a Covered Project who are not employed by the party
14. to whom application is made shall be referred by
15. said party to the Mayor's Office of Jobs and
16. Community Services, and a written record of such
17. referral shall be made by said party, a copy of
18. which shall be sent to such Office of Jobs and
19. Community Services.

20. (v) Contractors shall maintain a current file of the

AN ORDINANCE

1. names, addresses, and telephone numbers of each Boston
2. resident, minority, and woman who has sought employment with
3. respect to a Covered Project, or who was referred to the
4. contractor by the Mayor's Office of Jobs and Community Services
5. but was not hired. The contractor shall maintain a record of
6. the reason any such person was not hired. If the construction
7. of the Covered Project is subject to any union collective
8. bargaining agreements, it shall be deemed a sufficient reason
9. for failure to hire that the applicant for employment was not a
10. union member.

11. (vi) The contractor shall in a timely manner complete
12. and submit to the Commission a projection of
13. workforce needs over the course of the construction
14. of the Covered Project. Such a submission shall
15. reflect needs by trade for each month of the
16. construction process.

17. (vii) The contractor shall obtain from each worker
18. employed in the construction of the Covered Project
19. a sworn statement containing the worker's name and
20. place of residence.

AN ORDINANCE

1. (viii) One week following the commencement of construction
2. of the project, and each week thereafter until such
3. work is completed, the contractor shall complete
4. and submit to the Mayor's Office of Jobs and
5. Community Services for the week just ended a report
6. which reflects (a) for each employee, the
7. employee's name, place of residence, race, gender,
8. trade and the total number of worker hours he or
9. she worked, and (b) the total worker hours of its
10. total workforce.

11. (ix) The contractor and each subcontractor shall
12. maintain records reasonably necessary to ascertain
13. compliance with the steps detailed in clauses (i)
14. through (viii) hereof for at least one year after
15. the issuance of a Certificate of Occupancy for the
16. Covered Project. In its review of records of a
17. construction project submitted to demonstrate
18. compliance with these steps, the Commission shall
19. take into consideration any affirmative action
20. outreach programs and affirmative action job

AN ORDINANCE

1. training programs of the particular trades participating in the
2. Covered Project.

3. As to Developers:

4. (x) Developers of Covered Projects shall incorporate in
5. every general construction contract or construction
6. management agreement an enumeration of the
7. Standards and shall impose a responsibility upon
8. any such general contractor or construction manager
9. to take all steps enumerated in clauses (i) - (ix)
10. in Section One (1) and to incorporate such
11. Standards in all subcontracts and impose upon all
12. subcontractors the obligation to take such steps.

13. (xi) The developer shall meet with the contractor no
14. less frequently than weekly throughout the period
15. of construction of the Covered Project to review
16. the contractor's compliance with such Standards and
17. steps. The developer shall maintain minutes of
18. such meetings and shall forward a copy of such
19. minutes to the Mayor's Office of Jobs and Community
20. Services within ten (10) days of each such meeting.

AN ORDINANCE

(xii) The developer shall comply with the escrow deposit requirements of Section Eight hereof.

(2) "Boston Employment Commission", hereinafter "Commission." There shall be in the City a Commission known as the Boston Employment Commission, consisting of seven (7) members, all appointed by the Mayor. The Commission shall have the powers and duties set forth in Section Three herein. The members of the Commission shall be deemed special municipal employees for purposes of Chapter 268A of the Massachusetts General Laws.

(3) "Boston Resident." Any person for whom the principal place where that person normally eats and sleeps and maintains his or her normal personal and household effects is within the city limits of the City of Boston.

(4) "Boston Residents Construction Employment Standards." The standards as contained below:

(i) At least fifty percent (50%) of all Worker-Hours on a craft-by-craft basis in Covered Projects shall be worked by Boston Residents;

(ii) At least twenty-five percent (25%) of all

AN ORDINANCE

1. Worker-Hours on a craft-by-craft basis in Covered Projects
2. shall be worked by Minority Persons;

3. (iii) At least ten percent (10%) of all Worker-Hours on a
4. craft-by-craft basis in Covered Projects shall be
5. worked by women.

6. (5) "Boston Resident New Hire Goals" The Commission will
7. determine baseline hiring goals for Boston residents,
8. minorities and women, such determination to be based upon a
9. consideration of:

10. (i) current workforce composition;

11. (ii) the composition of the workforce that is unemployed;

12. (iii) numbers and categories of new job opportunities
13. being created in Boston; and

14. (iv) an examination of employment trends in Boston over
15. the last 5 years.

16. The Commission shall reevaluate annually, and modify if
17. appropriate, such goals based upon the number of permanent
18. full-time equivalent new hires of Boston residents, minorities
19. and women during the previous calendar year.

20. (6) "Covered Projects." All projects, contracts, or

AN ORDINANCE

agreements within the jurisdiction of:

(i) the Boston Residents Jobs Policy, Ordinances of 1983, Chapter 30 (hereinafter referred to as "Jobs Ordinance") and for which the contract or agreement is executed after the effective date of this ordinance; and

(ii) any new construction or substantial rehabilitation project in the city to which any partial or full building permit has not already been issued for this specific construction or rehabilitation, dedicated to a retail, restaurant, and/or institutional use as defined in the Boston Zoning Code, which requires approval by the Zoning Board of Appeals and in which it is proposed to erect a structure or structures having a total gross floor area (exclusive of all accessory parking garage space) in excess of one hundred thousand (100,000) square feet or to enlarge or extend a structure or structures so as to increase its (or their) gross floor area (exclusive of all accessory parking

AN ORDINANCE

garage space) by more than one hundred thousand (100,000) square feet or to substantially rehabilitate a structure or structures having, or to have, after rehabilitation, a gross floor area (exclusive of accessory parking garage space) of more than one hundred thousand (100,000) square feet.

(7) "Major Employer." Any corporation, partnership, individual, or institution which employs more than five hundred people to work within the City of Boston.

(8) "Mayor's Office of Jobs and Community Services," hereinafter "OJCS". The agency within the City of Boston government responsible for compiling compliance information in accordance with the Boston Residents Construction Employment Standards and the Minority Business Enterprise/Women's Business Enterprise Programs.

(9) "Minority Business Enterprise" ("MBE") A business organization in which 51% in the aggregate of the beneficial ownership is held by one or more minority persons.

(10) "Womens Business Enterprise" ("WBE") A business organization in which 51% in the aggregate of the beneficial ownership is held by one or more women.

AN ORDINANCE

1. (11) "Minority Person" or "Minority". Any person who is
2. Black, Hispanic, Asian, or Native American, as these terms are
3. defined by the United States Census Bureau.

4. (12) "Permanent Job." Any full-time position, or its
5. equivalent, that an employer would fill year-round and continue
6. to fill indefinitely in a particular location.

7. (13) "Skills Bank." A job screening and referral bank
8. maintained by OJCS, which shall refer residents to available
9. jobs and/or to appropriate training programs, including but not
10. limited to, programs offered at the Hubert Humphrey
11. Occupational Resource Center.

12. (14) "Voluntary Employment Plan." Any plan to promote
13. hiring for jobs in Boston of Boston residents, minorities,
14. and/or women developed by a Major Employer or a group of Major
15. Employers.

16. (15) "Worker-Hours." The sum total of all hours worked by
17. all persons performing construction work.

18. SECTION TWO: Scope of Jurisdiction

19. The Commission's jurisdiction shall extend to: (1) Covered
20. Projects and (2) assistance in the formulation and monitoring

AN ORDINANCE

of Voluntary Employment Plans.

SECTION THREE: Powers and Duties

A. Covered Projects

(1) The Commission shall make determinations as to compliance by developers and contractors with the Boston Residents Construction Employment Standards. The Commission shall gather and receive compliance information from OJCS, investigate noncompliance complaints, make compliance determinations and, where appropriate, shall recommend sanctions to the awarding or contracting authority. The Commission may gather compliance information at any time and shall make compliance determinations in phases for each Covered Project in accordance with Sections Five, Six and Seven herein. For projects under construction upon the passage of this ordinance, all existing contracts and agreements shall remain in full force and effect and the provisions of this ordinance shall not otherwise apply.

AN ORDINANCE

1. (2) The Commission shall have the authority to
2. require developers of Covered Projects to submit:
3. (i) detailed plans which show how the developer
4. intends to meet the Boston Residents Construction
5. Employment Standards; and (ii) detailed plans
6. which show how the developer intends to meet
7. MBE/WBE goals contained in or applicable to City
8. contracts.

9. (3) In the review of such detailed plans, the
10. Commission shall consider any affirmative action
11. outreach programs and affirmative action job
12. training programs of the particular trades
13. participating in the Covered Project and
14. participation, if any, of the developer or the
15. contractor in any such program.

16. (4) The Commission shall monitor MBE/WBE goals
17. contained in or applicable to City contracts. The
18. Commission shall receive compliance information
19. from OJCS and shall recommend to the awarding or
20. contracting authority appropriate remedies for

AN ORDINANCE

noncompliance.

(5) The Commission shall monitor Davis-Bacon Act requirements contained in City agency or authority contracts. The Commission shall receive compliance information and shall forward any information concerning apparent noncompliance to appropriate federal agencies.

B. Voluntary Employment Plans

(1) The Commission shall meet with a group of representatives of Major Employers to review voluntary aggregate hiring goals set by said employers.

(2) The Commission shall receive information concerning the success in meeting the voluntary aggregate hiring goals.

The Commission shall encourage a group representing the Major Employers to issue an annual public report on the success of this effort and of voluntary business programs such as Boston Summer Jobs Program, the Boston Compact and BostonWorks.

AN ORDINANCE

1. (3) The Commission shall encourage Major Employers
2. to adopt Voluntary Employment Plans, which promote
3. a collaboration between the public and private
4. sectors to expand employment opportunities for
5. Boston residents, minorities and women. The
6. Commission shall encourage Major Employers to
7. incorporate the Boston Resident New Hire Goals in
8. their Voluntary Employment Plans. The Commission
9. shall advise OJCS and other City agencies of the
10. amounts and types of assistance identified by Major
11. Employers as being necessary to achieve the goals
12. included in their Voluntary Employment Plans. Such
13. assistance may include, but is not limited to, job
14. training, adult literacy and referral services.
15. The Commission may conduct surveys to assess the
16. progress made toward hiring goals as to Boston
17. residents, minorities and women.

18. C. General

19. (1) The Commission shall have the authority to
20. promulgate regulations as to matters within the

AN ORDINANCE

Commission's purview after public notice and hearing and upon a majority vote of all members.

(2) The Commission shall cause to be created, in conjunction with the Mayor's Office of Jobs and Community Services, a job training program. Said job training program shall be conducted at the appropriate sites which may include the Hubert Humphrey Occupational Resource Center, or its successor, or other appropriate skills training facilities. The purpose of said training program is to provide skills training to any Boston Resident in order to be fully qualified for entry into existing apprenticeship programs or jobs. Subject to appropriation by the Mayor and the City Council, any fines levied against the escrow fund set out in Section Eight shall be for the benefit of this jobs training program and no other.

SECTION FOUR: Composition

The Commission shall be composed of seven (7) members, all of whom shall be appointed by the Mayor. The Commission shall

AN ORDINANCE

1. be representative of the interests of business, minorities,
2. women, organized labor, Boston Building Trades Council, and the
3. Mayor's Jobs Liaison Committee. Members of the Commission
4. shall have demonstrated commitment to equal employment
5. opportunity. All members of the Commission shall be Boston
6. residents or shall maintain their principal place of business
7. in Boston.

8. (1) Term of Office

9. Commission members shall be appointed to two-year terms,
10. and members shall serve until their successors are duly
11. appointed. If a vacancy on the Commission occurs before a term
12. expires, that vacancy shall be filled by appointment by the
13. Mayor for the balance of the unexpired term.

14. (2) Removal

15. The Mayor may remove a member for just cause by filing a
16. written statement to that effect with the City Clerk. Reasons
17. for just cause shall include but not be limited to a pattern of
18. nonattendance, lack of residency or employment in the City of
19. Boston, noncompliance with the procedures established under
20. Section Five herein, failure to disclose conflicts of interest,

AN ORDINANCE

1. incapacity due to illness, or conviction of a crime. The
2. Mayor's determination that just cause for removal exists shall
3. be conclusive.

4. (3) Chair

5. The Chairperson of the Commission shall be designated by
6. the Mayor and shall serve in that capacity for a term of two
7. years.

8. (4) Quorum

9. In no event shall a quorum be fewer than four members of
10. the Commission.

11. (5) Voting

12. Every vote of the Commission shall require an affirmative
13. vote of no fewer than four (4) members of the Commission.

14. SECTION FIVE: Procedures

15. Actions or determinations under Section Seven, Eight or
16. Nine herein shall be taken or made in accordance with the
17. following administrative procedures:

18. (1) Hearings and Notice to Parties. A party subject to
19. the jurisdiction and recommendation power of the
20. Commission shall be entitled to a hearing and shall

AN ORDINANCE

1. be given at least fourteen (14) calendar days notice of any
2. such hearing directly affecting his or her interests, such
3. notice to be in writing to the party and sent by mail, postage
4. prepaid, first class, to the party's usual place of business.

5. (2) Method. Decisions to recommend sanctioning a party
6. shall require a majority vote of the Commission.
7. The Commission shall adopt procedures, voted by a
8. majority of all members, to establish the time,
9. place, and manner for its members to meet and vote
10. and for making determinations of compliance and
11. recommendations to awarding authorities or
12. agencies. All protections necessary to fulfill
13. due process requirements shall be incorporated in
14. the aforementioned procedures. Such procedures and
15. any revisions to such procedures shall be submitted
16. in writing to the Mayor and OJCS within twenty-one
17. (21) calendar days of their scheduled adoption.

18. (3) Public Meetings. The Commission shall be subject
19. to the requirements of the Massachusetts Open
20. Meetings Law, G.L. c.39, §23A-C.

AN ORDINANCE

(4) Records.

The Commission shall keep records of its meetings and shall record no less than the following: the time and place of the meeting; the topic(s) discussed at the meeting; members in attendance at the meeting; any votes taken; and any disclosure by members of conflicts of interest. The Chairperson or his or her designee shall maintain such records in a good and legible condition. The records shall be available for inspection by any member of the public upon reasonable notice.

SECTION SIX. Standards for Compliance

The Commission shall use the Boston Residents Construction Employment Standards to monitor compliance of Covered Projects with this ordinance. A Covered Project shall be deemed to be in compliance if (1) the statistical monitoring data at the relevant determination date, as set forth in Section Seven hereof shows compliance with the Boston Residents Construction Employment Standards; or (2) if the Commission determines that Best Efforts have been made to comply with the Boston Residents

AN ORDINANCE

Construction Employment Standards.

SECTION SEVEN: Determination of Compliance

The Commission shall make determinations as to compliance by developers and contractors of Covered Projects with the Boston Resident Construction Employment Standards at time intervals as set out in one of the following two schedules, whichever allows for more frequent determinations:

(1) When the Covered Project is 25, 50, 75 and 100 percent complete, or,

(2) Every three months from the date of commencement of the Covered Project.

"Percent complete" shall be measured by the percentage of the total worker hours expected to be worked on the project. The Commission shall monitor that percentage and shall include it in its monitoring reports.

SECTION EIGHT: Establishment of Escrow Fund

An escrow fund shall be established for each project which is a Covered Project, as defined in Section One (6)(ii) herein. Payment into the escrow fund shall be made by the developer when the developer secures permanent financing for

AN ORDINANCE

1. the Covered Project. The developer shall pay into the escrow
2. fund an amount equal to one-tenth of one percent (.1%) of the
3. total construction cost of the project as stated in the
4. building permit application for the Covered Project; provided,
5. however, that if either the developer or contractor has been
6. subject to a determination of noncompliance at more than two
7. determination dates in any prior Covered Project in which they
8. have participated in the preceeding twenty-four months, the
9. amount of the escrow fund required for the Covered Project
10. shall be two-tenths of one percent (.2%) of such construction
11. cost. The developer shall deposit these funds with an escrow
12. agent agreed upon by the parties pursuant to an escrow
13. agreement to which the Commission, the awarding or contracting
14. agency and the developer are parties, who shall hold said fund
15. for the purpose of satisfying any accrued fines levied in
16. relation to a project.

17. The escrow agent, at the time of deposit into the escrow
18. account, shall deduct all fines which have accrued against the
19. fund to that date. There shall be a written escrow agreement
20. detailing the terms under which the escrow funds are held.

AN ORDINANCE

1. Such agreement shall provide, at a minimum, that any demand for
2. payment from the escrow account which is made upon the escrow
3. agent by the awarding or contracting authority shall be made in
4. writing and shall be accompanied by a written statement of the
5. reason for such demand, including any factual findings
6. supporting such reason. The demand shall further instruct the
7. escrow agent that he/she is to take no action on the demand for
8. at least forty-eight (48) hours after receipt. A copy of the
9. demand shall be simultaneously served upon all other parties to
10. the escrow agreement.

11. Interest, if any, accrued by the fund, shall remain in and
12. become a part of the escrow fund until such time as the fund
13. shall be released. When all necessary permits for the use of
14. the building have been issued to the developer, including but
15. not limited to an occupancy permit and a finding of compliance
16. has been made by the Commission, all monies in the escrow fund,
17. including any accrued interest, shall be released and returned
18. to the developer.

19. SECTION NINE: Sanctions

20. The Commission shall have the authority to recommend to the

AN ORDINANCE

awarding or contracting agency that sanctions against the developers and contractors of Covered Projects be imposed for noncompliance with the Boston Residents Construction Employment Standards and/or for non-compliance with section Three (A)(2) of this ordinance. The Commission shall recommend the imposition of any or all three of the following sanctions:

(1) Fines to a maximum of three hundred dollars (\$300.00) for each violation as determined by the Commission when such developer or contractor was not in compliance, as defined in Section Six, each day of non-compliance to be considered as a separate violation, to be levied against the escrow fund as established by Section Eight herein, provided that fines may still be levied and will still be due if the escrow account is exhausted;

(2) Preclusions from the award of municipal contracts and competitions for public development rights for a period of up to three (3) years, provided that this sanction may only be recommended at the

AN ORDINANCE

completion of the Covered Project; or

(3) Sanctions as authorized by the Jobs Ordinance or incorporated in contracts.

The recommendation of sanctions under this section shall not preclude and shall be in addition to any action or sanction authorized by contract or agreement or otherwise authorized by law.

SECTION TEN: Staffing

The Commission shall have staff consistent with the Commission's purpose. The Director of OJCS shall be the Executive Director of the Commission, provided, however, that said Director shall be wholly compensated for his/her duties as Director from the budget of OJCS.

SECTION ELEVEN: Conflicts of Interest

No member shall appear before the Commission or represent any person, firm, corporation or other entity in any matter pending before the Commission. Members shall not participate in a discussion or a decision of the Commission on any matter in which they are directly or indirectly interested in a personal or a financial sense. Any disclosure of conflict of

AN ORDINANCE

1. interest shall be entered into the records of the Commission.

2. SECTION TWELVE: Severability

3. The provisions of this ordinance are severable, and if any
4. provision shall be held invalid or unconstitutional by a
5. decision of any court of competent jurisdiction such invalidity
6. shall not impair, or otherwise affect, any other provisions of
7. this ordinance.

8. SECTION THIRTEEN: Effective Date

9. This ordinance shall take effect 30 days after enactment.

Project: _____
 Funding Source: _____
 Date of Pre-Construction: _____

Contractor: _____ GEN SUB
 Address: _____
 Date Submitted: _____

PROJECTED WORKFORCE:

*R-RESIDENTS
 *M-MINORITIES
 *F-FEMALES

TRADE UNION
 Yes/No

NAME AND ADDRESS

*R

*M

*F

* The required employment percentages apply to workhours by trade, not number of workers. This form however is intended to show your overall commitment.

TOTAL: _____

Signature: _____

Company Official _____

Exhibit C

RESIDENCY VERIFICATION FORM

Project: _____

Contractor or
Subcontractor: _____

To be completed by Employee:

Name of Employee: _____

Employee's Residential
Address: _____

I hereby state under the pains and penalties of perjury that the foregoing information is true.

Signature
of Employee: _____

Date: _____

To be completed by Contractor or Subcontractor:

The foregoing information was verified by the following:

Driver's License _____
Utility Bill _____
Rent Receipt _____
Return Mail _____
Receipt _____
Other _____
(Please Specify) _____

The foregoing information was not verified: _____

Signature of Contractor
or Subcontractor: _____

Date: _____

EXHIBIT D

BOSTON REDEVELOPMENT AUTHORITY/COMPLIANCE AND ENFORCEMENT DIVISION

PROJECT DATE OF COMPLETION

PERCENT COMPLETED

AWARD DEPT.

WEEKLY UTILIZATION REPORT

WEEK OF: _____ TO: _____

Name of General Contractor () or Sub-Contractor ()

CODES: 1. Caucasian
2. Black
3. Hispanic
4. Asian
5. Other

Address _____ Phone Number _____

Project/Location _____ Contract No. _____

Name & Address	SEX M/F	Work Classification	Ethnicity (See Codes)	OT ST	S	M	T	W	T	F	S	Total Hours
				O								
				S								
				O								
				S								
				O								
				S								
				O								
				S								
				O								
				S								
				O								
				S								
TOTAL												
Signature												
Date												
Name & Title												

THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUB-CONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 10 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

Contractors/Sub-Contractors should
FORWARD THIS FORM TO:

BOSTON REDEVELOPMENT AUTHORITY
CONTRACT COMPLIANCE DEPARTMENT
1 CITY HALL SQUARE ROOM 901
BOSTON, MA 02201

Exhibit E

MANNING REQUEST FORM

To: _____

From (Name of Contractor
or Subcontractor): _____

Name of Project: _____

Please be advised that construction of the above referenced Project is subject to the Boston Residents Construction Employment Standards which are as follows:

At least fifty percent (50%) of all worker-hours on a craft by craft basis shall be worked by Boston Residents;

At least twenty-five percent (25%) of all worker-hours on a craft by craft basis shall be worked by Minority Persons;

At least ten percent (10%) of all worker-hours on a craft by craft basis shall be worked by women.

Please refer to Chapter 12 of the Ordinances of 1986 for the City of Boston for a more complete description of such standards.

In fulfilling manning requests made by the undersigned for qualified construction workers to be employed in construction of the Project, please refer such workers in the same proportion as such Boston Residents Construction Employment Standards.

Complete only if applicable:

At the time of this request, our work force composition is not in proportion to such Boston Residents Construction Employment Standards. Therefore, to help us meet such standards, in fulfilling this manning request please refer such workers in the following proportions:

Boston Residents: _____ percent

Minority Persons _____ percent

Women _____ percent

Signature of Contractor
or Subcontractor: _____

Date: _____

CITY OF BOSTON

MINORITY BUSINESS UTILIZATION FORM

NAME OF PROJECT: _____

NUMBER OF PROJECT: _____

TOTAL DOLLAR AMOUNT OF BID: _____

MINORITY BUSINESS ENTERPRISE PARTICIPATION: _____

- a. Name of General Bidder: _____
- b. If The General Bidder is a MBE, Check here ()

Listed below is the Minority Business Enterprise, the service he/she will provide and the approximate amount of money he/she will receive:

NAME: _____	Service or Supplies
Address: _____	_____
_____	_____
Telephone # _____	_____

The above named General Contractor and Minority Business Enterprise intent to work together on the above named project in accordance with the terms of the minority participation Section of the City of Boston Contract Provision.

SIGNED/GENERAL CONTRACTOR_____
DATE/TITLE_____
SIGNED/MINORITY BUSINESS ENTERPRISE_____
DATE/TITLE

State of _____) County of _____)

_____ being duly sworn, deposes and says that
he/she is _____ of

Name of Minority Business Enterprise

and that the signature which appears the data given, and the Contract Amounts therein contained are true and correct. Subscribed and sworn

to before me this _____ day of _____, 19____

My Commission expires:

Notary Public

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding made this _____ day of _____, 198____, by and among the City of Boston (the "City"), the Boston Redevelopment Authority (the "BRA"), and Trustees of Boston University (the "Developer").

The Developer is the developer and owner of an existing 3-story academic building to be renovated and expanded into a 5-story building located at 610-620 Commonwealth Avenue, Boston, Massachusetts (the "Development"). The Developer is a party to a Development Impact Project Agreement with the BRA (the "Development Agreement"). Pursuant to the Development Agreement, the Developer has agreed to formulate and submit to the BRA a voluntary Employment opportunity Plan the purpose of which is to detail the Developer's good faith efforts to assure that fifty percent (50%) of certain of the employment opportunities created in the Development will be made available to Boston residents.

In a cooperative effort with the Mayor's Office of Jobs and Community Services ("OJCS"), the Developer has agreed to pursue the plan in the Development.

I. Undertakings by Developers

A. With respect to all entry-level persons, other than faculty members, researchers, and senior administrators, employed by the Developer in connection with the operation, management, and maintenance of, and provision of security to, the Development, the Developer will pursue as

a goal the employment of Boston residents in fifty percent (50%) of the work force employed at the Development. Persons employed by any agent or independent contractor providing maintenance, management, security or similar services whose personnel are permanently assigned to and work at the Development shall be considered employed by the Developer.

B. The Developer shall become a signatory to the Boston Compact.

C. The Developer will enter into a First Source Agreement with OJCS substantially in the form attached to the Development Agreement as Exhibit III.

D. The Developer will participate in the Private Industry Council's summer jobs program.

E. The Developer will assign or cause to be designated or assigned to its management staff a liaison officer who shall be responsible for compliance with Developer's ongoing obligations under the Plan with respect to the Development.

F. During the month of February in each year through and including 199____, the Developer will assemble 10 years statistical information concerning the number of new employees hired by the Developer for employment in the Development during the preceding calendar year and the percentage thereof who are Boston residents. Such information will be transmitted to both the City and the BRA by the Developer no later than March 31st in each such year.

II. Continuing Joint Efforts

The Developer will, upon request by OJCS, convene annually in July of each year through and including 199____ to meet with OJCS and with other developers who are signators to agreements similar to this for purpose of updating and revising the Employment Services Guide, a copy of the current version of which shall be provided to the Developer.

The execution of this Memorandum of Understanding subscribing to the foregoing Employment Opportunity Plan by the Developer is hereby recognized by the City and the BRA to satisfy each and every obligation of the Developer under its Development Agreement to formulate such a Plan. The foregoing Employment Opportunity Plan is hereby approved by the City and the BRA. The Developer hereby agrees to fulfill all of the undertakings and responsibilities imposed upon the Developer by the Plan from the date thereof through and including _____, 199____. This Memorandum of Understanding shall be binding upon and inure to the benefit of the successor owners of the Development.

EXECUTED the date first above written.

Signature Page attached to
Memorandum of Understanding

Name of Developer: Trustee of Boston University
Name of Development: 5-story academic building
610-620 Commonwealth Avenue
Boston, Massachusetts

Description of Development Agreement(s):

Development Impact Project Agreement by and between Trustees of
Boston University and the BRA dated _____, 1987

Paragraph or Section of Development Agreement pursuant to which this
Memorandum of Understanding is required: Paragraph 9

DEVELOPER:
Trustees of Boston University

CITY OR BRA:

By _____

By _____

EXHIBIT III
to
Development Impact Project Agreement

FIRST SOURCE AGREEMENT

Preliminary Statement

Trustees of Boston University (the "Developer") is the owner of an existing 3-story academic building to be renovated and expanded into a 5-story building located at 610-620 Commonwealth Avenue, Boston, Massachusetts (the "Development"). Pursuant to a Memorandum of Understanding by and among the Developer, the City of Boston and the Boston Redevelopment Authority dated _____, 19__ setting forth Developer's Employment Opportunity Plan, Developer has agreed to enter into this First Source Agreement with the Mayor's Office of Jobs and Community Services ("OJCS") on behalf of the Boston Job Exchange program (the "Job Exchange") in which OJCS participates.

NOW, THEREFORE, the Developer and OJCS agree that, except as provided in Paragraph E below, for the period from the date hereof through _____, 199_, in seeking qualified employees to fill job vacancies and new employment positions for operating, security, maintenance and management personnel employed and located at the Development directly by the Developer, or any such personnel permanently assigned to the Development who are employed by any service, maintenance, security or management agent or ... independent contractor engaged by the Developer, whether such positions be full-time, part-time or seasonal, Developer shall follow the following procedures:

A. Prior to announcing or advertising the availability of an employment position created by vacancy of an existing position or of a new employment position at the Development in any communications medium other than compliance with internal posting procedures, other governmental requirements, and contractual delegations, including collective bargaining agreements or with any employment or referral agency, the Developer will notify the Job Exchange of such position, including a general description of the position and Developer's minimum requirements for qualified applicants therefor, and shall request the Job Exchange to refer qualified applicants for such position. The Redeveloper shall refrain from such announcement or advertisement for a period of five (5) business days after notification to the Job Exchange of the availability of such position. Such five (5) day period is hereinafter referred to as the "Advance Notice Period."

B. Upon receipt from the Developer of a notice of an employment position, the Job Exchange shall refer to the Developer candidates for employment who the Job Exchange believes are qualified for the position and who meet at least the Developer's minimum requirements for such position, and shall make arrangements for the person or persons referred to be interviewed by the Developer within the Advance Notice Period. In the event that the Job Exchange believes that it is unable to refer qualified candidates for such position within the Advance Notice Period, it shall so inform the Developer, thereby waiving the obligation of the Developer to refrain from further announcement or advertisement to fill such position during the balance of the Advance Notice Period.

C. Nothing contained herein shall prevent the Developer from filling job vacancies or newly created positions without compliance with the foregoing procedures by transfer or promotion from its existing staff or from a file of qualified applicants maintained by the Developer; provided, however, that the Developer shall give first consideration to those applicants in such file previously referred by the Job Exchange. Further, nothing contained herein shall be construed to require Developer to hire any candidate referred by the Job Exchange.

D. The Developer shall incorporate the provisions of this First Source Agreement in all contracts, agreements, and purchase orders for labor with any service, maintenance, security or management agent or independent contractor engaged by the Developer whose personnel will be permanently assigned to the Development and shall obligate such agent or independent contractor to comply with the procedures set forth in Paragraphs A through C hereof.

E. In no event shall the procedure set forth herein be applicable to the hiring or engaging of faculty members, whether full-time or part-time, researchers, or senior administrators.

Executed this _____ day of _____, 198 .

DEVELOPER
TRUSTEES OF BOSTON UNIVERSITY

By: _____

CITY OF BOSTON ACTING BY AND
THROUGH THE MAYOR'S OFFICE OF
JOBS AND COMMUNITY SERVICES

BY: _____

BOSTON MUNICIPALITY COMMUNITY AND
ECONOMIC DEVELOPMENT

RICHARD GARDNER, SPECIAL ASSISTANT TO THE MAYOR
LAURENCE BROWN, DEPUTY MAYOR AND CHIEF OF STAFF
JOHN J. BROWN, ASSISTANT MAYOR

COMMUNITY DEVELOPMENT AND ECONOMIC DEVELOPMENT
CITY OF BOSTON, 100 NORTH STREET, 10TH FLOOR
BOSTON, MASSACHUSETTS 02109

The City of Boston is seeking proposals for the development of a new community center in the North End neighborhood. The center will be used for a variety of purposes, including housing, community services, and cultural activities. The center will be located on a site of approximately 10,000 square feet. The center will be owned and operated by the City of Boston. The center will be used for a variety of purposes, including housing, community services, and cultural activities. The center will be located on a site of approximately 10,000 square feet. The center will be owned and operated by the City of Boston.

The center will be used for a variety of purposes, including housing, community services, and cultural activities. The center will be located on a site of approximately 10,000 square feet. The center will be owned and operated by the City of Boston. The center will be used for a variety of purposes, including housing, community services, and cultural activities. The center will be located on a site of approximately 10,000 square feet. The center will be owned and operated by the City of Boston.

The center will be used for a variety of purposes, including housing, community services, and cultural activities. The center will be located on a site of approximately 10,000 square feet. The center will be owned and operated by the City of Boston. The center will be used for a variety of purposes, including housing, community services, and cultural activities. The center will be located on a site of approximately 10,000 square feet. The center will be owned and operated by the City of Boston.

The center will be used for a variety of purposes, including housing, community services, and cultural activities. The center will be located on a site of approximately 10,000 square feet. The center will be owned and operated by the City of Boston. The center will be used for a variety of purposes, including housing, community services, and cultural activities. The center will be located on a site of approximately 10,000 square feet. The center will be owned and operated by the City of Boston.

The center will be used for a variety of purposes, including housing, community services, and cultural activities. The center will be located on a site of approximately 10,000 square feet. The center will be owned and operated by the City of Boston. The center will be used for a variety of purposes, including housing, community services, and cultural activities. The center will be located on a site of approximately 10,000 square feet. The center will be owned and operated by the City of Boston.

MEMORANDUM

March 26, 1987

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: RICHARD GARVER, SPECIAL ASSISTANT TO THE DIRECTOR
LAURENCE KOFF, COORDINATOR FOR INSTITUTIONAL PLANNING
KELLY KING, ASSISTANT GENERAL COUNSEL

SUBJECT: DEVELOPMENT IMPACT PROJECT PLAN AND DEVELOPMENT
IMPACT PROJECT AGREEMENT FOR 610-620
COMMONWEALTH AVENUE.

The Trustees of Boston University request approval of a Development Impact Project Plan ("DIPP") and a Development Impact Project Agreement ("Agreement") for the rehabilitation of and addition to a building located on a site at 610-620 Commonwealth Avenue. This project is consistent with a University Master Plan approved by the Community Task Force.

The Board considered the Boston University Master Plan and the DIP plan and Agreement for 610-620 Commonwealth Avenue at the March 12th. meeting. These items were taken under advisement with the discussion to be resumed at the Board meeting of March 28th.

The renovated and enlarged building the ("project") is planned to house the University's Sargent's College of Allied Health Professions and to serve as a research, instructional and office annex to the Department of Physics.

The Sargent's College is currently inadequately housed in five separate locations around the campus. The Physics Department is currently located in the adjacent Science center. Expanded research and support facilities are needed in order to house a program of high energy physics. This program is responsible for attracting an extremely talented faculty and major research grants from the Federal government.

The building project is located adjacent to the Morse Auditorium on a 60,248 Square foot parcel bounded by Commonwealth Avenue, Blandford and Cummington Streets. An existing 3 story academic building at 616-620 Commonwealth Avenue formerly used for a program in artisanry and now partially vacant will be renovated and a 2 story addition and a 5 story extension of this existing building will be constructed.

The total estimated gross floor area from the renovation and expansion is 150,964 sq. ft.

The requested zoning approval pertains to conditional use permits for educational activities and variances for the operation of a machine shop and various lot line dimensional violations. The allowable density is a FAR of 4; the proposed density will be at a FAR of 2.5, well below that which is allowed.

The project has received extensive design review by both the staff as well as the community. The community task force supports the project subject to on-going BRA design review of the facade and landscaping. Further refinement of these plans will be taking place. The University has identified parking at several adjacent locations for the surface spaces to be displaced by the project and a landscaped plaza is proposed in front of the project building.

The University intends to begin construction in the Spring of 1987 and complete the project for the Fall academic year in 1988. Approximately 40-50 construction jobs will be created by the project as well as 184 permanent jobs.

As required under Articles 26, 26A, and 26B of the Boston Zoning Code, the University will enter into a Development Impact Project Agreement with the Boston Redevelopment Authority and the Neighborhood Housing and Jobs Trusts to make a Housing Contribution grant estimated to be \$152,460 and a Jobs Contribution Grant estimated to be \$30,492. The Housing Contribution Grant will be made in twelve equal, annual installments. The first installment will be due upon the issuance of a Certificate of Occupancy for the project or twenty-four months after the issuance of the building permit for the project, whichever occurs first. The Jobs Contribution Grant will be made in two equal, annual installments, the first of which will be due upon the issuance of the building permit for the project and the second of which will be due one year later.

The Boston University Master Plan has served as a planning/design framework for the review of this project. The Master Plan was unanimously approved by the Community Task Force at a public meeting on February 2nd. The schematic plans for Sargent's/Physics were approved at a public meeting on March 5th.

We therefore recommend that the Authority approve the attached Development Impact Project Plan and authorize the Director to execute the Development Impact Project Agreement as requested by the Trustees of Boston University.

An appropriate vote follows:

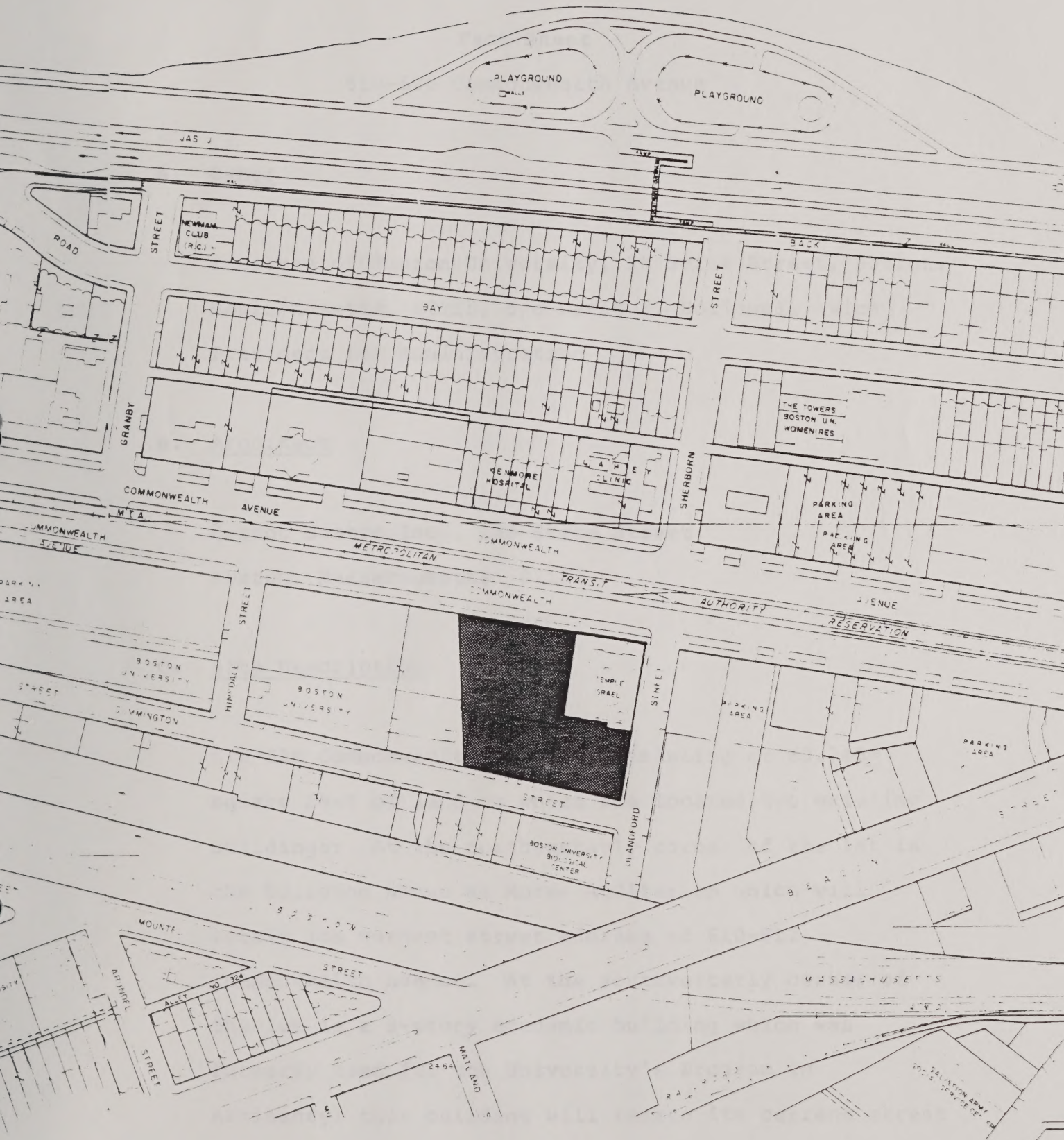
VOTED: That in connection with the Development Impact Project Plan for 610-620 Commonwealth Avenue in the Kenmore Square area of Boston, presented at a public hearing duly held at the offices of the Authority on March 26, 1987, and after consideration of the evidence presented at that hearing, the Boston Redevelopment Authority finds that said Plan: (1) conforms to the general plan for the City of Boston as a whole; (2) contains nothing that will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) does adequately and sufficiently satisfy all other criteria and specifications for a Development Impact Project Plan as set forth in Articles 26A and 26B of the Boston Zoning Code as amended; and further.

VOTED: That pursuant to the provisions of Article 26A and 26B of the Boston Zoning Code as amended, the Boston Redevelopment Authority hereby approves the Development Impact Project Plan for 610-620 Commonwealth Avenue. Said Development Plan is embodied in a written document entitled "Development Impact Project Plan 610-620 Commonwealth Avenue Boston Massachusetts" dated March 26, 1987, and in a series of schematic drawings listed in said document; said document and plans shall be on file in the office of the Director of Zoning of the Authority; and further.

VOTED: That the Authority hereby authorizes the Director to execute, in the name and on behalf of the Authority, a Development Impact Project Agreement, in substantially the form attached hereto, with the Trustees of Boston University and to certify in the name of the Authority that plans submitted to the Inspectional Services Commissioner in connection with said project are in conformity with said Development Impact Project Plan and that the developer has entered into an Agreement with the Authority to be responsible for the Housing Contribution and a Jobs Contribution Grant.

VOTED: That in reference to petition Z-9117, brought by the Trustees of Boston University, for approval to combine lots and for conditional uses and variances as listed in the Development Impact Project Plan for 610-620 Commonwealth Avenue, which is approved by the Authority today, the Boston Redevelopment Authority recommends approval provided that the Authority and the developers have entered into a Development Impact Project Agreement

and that plans including those for the building, landscaping and signs are submitted to the Authority for design review approval to ensure that the plans are consistent with the plans previously approved by the Authority and with the Development Impact Project Plan. The Authority finds said petition to be in conformity with said Development Plan. The Authority further recommends that the Board of Appeal make an interpretation that the provisions of Article 28 are not applicable to the Project since the Boston Civic Design Commission is not yet fully constituted and operational.



610-620 COMMONWEALTH AVE. BOSTON

Fact Sheet

610-620 Commonwealth Avenue

A. Owner

Trustees of Boston University, 25 Buick Street, Boston,
Massachusetts 02215, c/o David E. Hollowell, Vice
President for Administration

B. Architect

Cannon Boston Inc., 148 State Street
Boston, Massachusetts 02108

C. Site Description

610-620 Commonwealth Avenue, consisting of 60,248⁺
square feet of land on which are located two existing
buildings: At the northeasterly corner of the lot is
the building known as Morse Auditorium which will
retain its current street address of 610-612
Commonwealth Avenue. At the southwesterly corner of
the lot is a 3-story academic building which was
formerly used for the University's Program in
Artisanry; this building will retain its current street
address of 616-620 Commonwealth Avenue. The lot is
bounded by Commonwealth Avenue to the north, Blandford

Street to the east, Cummington Street to the south, and other University-owned property to the west.

D. Project Description

1. To renovate and refurbish the existing 3-story (plus basement) building at 616-620 Commonwealth Avenue and face it with brick;
2. To construct a 2-story addition (approximately 130' X 93') on and a 5-story (plus basement) brick extension (approximately 110' X 102') of the existing 616-620 Commonwealth Avenue building.

The renovated and enlarged building (the "project building") is planned to house facilities of the University's Sargent College of Allied Health Professions and to serve as a research, instructional, and office annex to the University's Department of Physics.

E. Estimated Construction Time

Construction is planned to begin in Winter, 1987 and is planned to be completed in Summer, 1988.

F. Projected Number of Employees

During construction, an estimated range of 40-50 construction jobs will be created on an average monthly basis. After completion, the number of permanent employees in the project building is estimated to be 184.

G. Development Impact Project Contribution

As required under Articles 26, 26A, and 26B of the Boston Zoning Code, the University will enter into a Development Impact Project Agreement with the Boston Redevelopment Authority to make a Housing Contribution Grant estimated to be \$152,460 and a Jobs Contribution Grant estimated to be \$30,492.

H. Zoning Considerations (616-620 Commonwealth Avenue)

1. Uses: offices, laboratories, classrooms, conference rooms, accessory and other parking, machine shop, research, instructional and therapy clinics (University and non-University patients), copy center, and on premises wall and free standing signs.

2. Zoning approvals required

- a. Conditional use permit (Section 8-6, Boston Zoning Code) to extend area devoted to pre-existing conditional uses: offices, laboratories, classrooms, conference rooms, and shops.
- b. Conditional use permit (Section 8-7, Use Item 79) for the operation of a copy center accessory to an educational use.
- c. Conditional use permit (Section 8-7, Use Item 16A or 39A) for the operation of research, instructional and therapy clinics.
- d. Conditional sign permits (Section 11-8) for the maintenance of on-premises wall and free-standing signs.
- e. Variance (Section 8-7, Use Item 19) for the operation of a machine shop accessory to a university use, which machine shop will be less than 100 feet from all lot lines.

- f. Variance (Sections 19-1 and 19-6(b)) to allow the lot to have insufficient side yards.
- g. Variance (Section 20-7) to allow the lot to have no rear yard.
- h. Variance (Section 21-1) to allow the project building to have no rear parapet setback from Cummington Street and no side parapet setback from Blandford Street.

30 January 1987

610-620 Commonwealth Avenue
Project Plans and Drawings

The following is a list of the plans and drawings, all prepared by Cannon Boston Inc., delivered to the Boston Redevelopment Authority on 22 January 1987, related to the proposed Project at 610-620 Commonwealth Avenue, Boston, Massachusetts:

1. Site Plan, scale 1:20, titled "620 Commonwealth Avenue, Sargent College/High Energy Physics".
2. Ground Floor Plan, scale 1/8" = 1'-0", titled "620 Commonwealth Avenue, Sargent College/High Energy Physics".
3. Basement Floor Plan, west side, scale 1/4" = 1'-0", titled "Basement".
4. Basement Floor Plan, east side (attached), no title block.
5. Second Floor Plan, scale 1/8" = 1'-0", titled "Second Floor".
6. Third Floor Plan, scale 1/8" = 1'-0", titled "Third Floor".
7. Fourth Floor Plan, scale 1/8" = 1'-0", title "Fourth Floor".
8. Fifth Floor Plan, scale 1/8" = 1'-0", titled "Fifth Floor".
9. Roof Plan, scale 1/8" = 1'-0", title "Roof".
10. East West elevations, scale 1/16" = 1'-0", titled "620 Commonwealth Avenue, Sargent College/High Energy Physics."
11. North and South elevations, scale 1/16" = 1'-0", titled "620 Commonwealth Avenue, Sargent College/High Energy Physics".
12. Longitudinal and transverse sections, scale 1/16" = 1'-0", titled "620 Commonwealth Avenue".